



Amendment No. 5
To
Contract No. NA16000070
For
Plumbing Maintenance and Repairs
Between
5-F Mechanical Group, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 31, 2021 through March 30, 2022. No options will remain.
- 2.0 The City hereby exercises a four-percent (4.0%) price increase to the subject contract. The price increase will become effective on March 31, 2021. The increase is displayed in the table below:

ITEM	LABOR	EST. ANNUAL HOURS	OLD HOURLY RATE	MODIFIER	NEW HOURLY RATE
1	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Master Plumber	348	\$93.60	1.04	\$97.34
2	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Journeyman Plumber	1531	\$83.82	1.04	\$87.17
3	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Apprentice Plumber	1822	\$55.74	1.04	\$57.97
4	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Drain Cleaner	300	\$83.82	1.04	\$87.17
LABOR RATE FOR SERVICES OFF HOURS, CITY HOLIDAYS, AND WEEKEND LISTED BELOW SHALL NOT EXCEED 150% OF THE NORMAL LABOR RATE FOR WORK PERFORMED					
5	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City holidays – Master Plumber	149	\$131.58	1.04	\$136.84
6	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City Holidays – Journeyman Plumber	652	\$115.48	1.04	\$120.10
7	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City Holidays – Apprentice Plumber	1008	\$84.51	1.04	\$87.89
8	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City Holidays – Drain Cleaner	150	\$115.48	1.04	\$120.10

- 3.0 The total contract amount is increased by \$830,450.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/31/2016 – 03/30/2019	\$2,491,350.00	\$2,491,350.00
Amendment No. 1: Clarification 03/10/2017	\$0.00	\$2,491,350.00
Amendment No. 2: Exhibit A – Vendor Pricing Increase 07/27/2018	\$0.00	\$2,491,350.00
Amendment No. 3: Option 1 – Extension 03/31/2019 – 03/30/2020 Price increase of 2.8% 03/31/2019	\$830,450.00	\$3,321,800.00

Amendment No. 4: Option 2 – Extension 03/31/2020 – 03/30/2021	\$830,450.00	\$4,152,250.00
Amendment No. 5: Option 3 – Extension 03/31/2021 – 03/30/2022 Price Increase of 4% 03/31/2021	\$830,450.00	\$4,982,700.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Tommy Schwartz 3-17-21

Printed Name: Tommy Schwartz
Authorized Representative

5-F Mechanical Group, Inc.
P.O. Box 81305
Austin, Texas 78708-1305
david@5fmech.com

Matthew Duree
Sign/Date: Duree

Digitally signed by
Matthew Duree
Date: 2021.03.25
08:25:51 -05'00'

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
To
Contract No. NA160000070
For
Plumbing Maintenance and Repairs
Between
5-F Mechanical Group, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 31, 2020 through March 30, 2021. One option will remain.
- 2.0 The total contract amount is increased by \$830,450.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/31/2016 – 03/30/2019	\$2,491,350.00	\$2,491,350.00
Amendment No. 1: Clarification 03/10/2017	\$0.00	\$2,491,350.00
Amendment No. 2: Exhibit A – Vendor Pricing Increase 07/27/2018	\$0.00	\$2,491,350.00
Amendment No. 3: Option 1 – Extension 03/31/2019 – 03/30/2020	\$830,450.00	\$3,321,800.00
Amendment No. 4: Option 2 – Extension 03/31/2020 – 03/30/2021	\$830,450.00	\$4,152,250.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:

Sign/Date: 3/5/2020
FRCB2E888E52463

Sign/Date: 

Printed Name: David Schnautz
Authorized Representative

Matthew Duree
Procurement Manager

5-F Mechanical Group, Inc.
P.O. Box 81305
Austin, Texas 78708-1305
(512) 799-5584
david@5fmech.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

3-12-20



Amendment No. 3
 To
 Contract No. NA160000070
 For
 Plumbing Maintenance and Repairs
 Between
 S-F Mechanical Group, Inc.
 and the
 City of Austin

1.0 The City hereby grants the subject contract a price increase of two-and-eight-tenths percent (2.8%). The price increase will become effective on March 31, 2019.

ITEM	LABOR	EST. ANNUAL HOURS	OLD HOURLY RATE	OLD EXTENDED PRICE	MODIFIER	NEW HOURLY RATE	NEW EXTENDED PRICE
1	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Master Plumber	348	\$91.06	\$31,688.88	1.028	\$93.60	\$32,576.17
2	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Journeyman Plumber	1531	\$81.54	\$124,837.74	1.028	\$83.82	\$128,333.19
3	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Apprentice Plumber	1822	\$54.22	\$98,788.84	1.028	\$55.74	\$101,554.92
4	Labor rate for services during normal business hours defined as Monday through Friday 6:00am – 5:00pm – Drain Cleaner	300	\$81.54	\$24,462.00	1.028	\$83.82	\$25,146.94
LABOR RATE FOR SERVICES OFF HOURS, CITY HOLIDAYS, AND WEEKEND LISTED BELOW SHALL NOT EXCEED 150% OF THE NORMAL LABOR RATE FOR WORK PERFORMED							
5	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City holidays – Master Plumber	149	\$128.00	\$19,072.00	1.028	\$131.58	\$20,154.98
6	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City Holidays – Journeyman Plumber	652	\$112.33	\$73,239.16	1.028	\$115.48	\$75,289.86
7	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City Holidays – Apprentice Plumber	1008	\$82.21	\$82,867.68	1.028	\$84.51	\$85,187.98
8	Labor rate for services after hours, defined as Monday through Friday 5:01pm – 5:59am, Saturday and Sunday and City Holidays – Drain Cleaner	150	\$112.33	\$16,849.50	1.028	\$115.48	\$17,321.28

2.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 31, 2019 through March 30, 2020. Two options will remain.

3.0 The total contract amount is increased by \$830,450.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/31/2016 – 03/30/2019	\$2,491,350.00	\$2,491,350.00
Amendment No. 1: Clarification 03/10/2017	\$0.00	\$2,491,350.00
Amendment No. 2: Exhibit A – Vendor Pricing Increase 07/27/2018	\$0.00	\$2,491,350.00
Amendment No. 3: Option 1 – Extension 03/31/2019 – 03/30/2020 Price increase of 2.8% 03/31/2019	\$830,450.00 \$0.00 \$830,450.00	\$3,321,800.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Tommy R. Schwert 2-14-19

Printed Name: Tommy R. Schwert
Authorized Representative

5-F Mechanical Group, Inc.
P.O. Box 81305
Austin, Texas 78708-1305
david@5fmech.com

Sign/Date: Cyrenthia Ellis 2.15.19

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
of
Contract No. NA16000070
For
Plumbing Maintenance and Repairs
between
5-F Mechanical Group, Inc.
and the
City of Austin

- 1.0 The City hereby:
1.1. Updates vendor pricing with Exhibit A as of June 06, 2018.

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/31/2016 – 03/30/2019	\$2,491,350.00	\$2,491,350.00
Amendment No. 1: Clarification 03/10/2017	\$0.00	\$2,491,350.00
Amendment No. 2: Exhibit A - vendor pricing increase. 06/06/2018 – 03/30/2019	\$0.00	\$2,491,350.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Tommy Schwartz 7-24-18

Printed Name: Tommy Schwartz
Authorized Representative

5-F Mechanical Group, Inc.
PO Box 81305
Austin TX, 78708-1305

Signature & Date: Marty James 07-27-18

Marty James
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



5 - F Mechanical Group Inc.
 Mechanical Contractors

**E c o n o m i c P r i c e
 A d j u s t m e n t**

Date: 6.6.2018
 Submitted To: Austin Building Services Department
 Master Agreement No.: NA160000070
 Solicitation No.: PAX0057
 Reference To: Employment Cost Index (NAICS)
 Series ID: CIU2010000000000A (B)
 Description of Work: Plumbing Maintenance and Repair Services
 Submitted To: City of Austin
 Purchasing Office
 Attention To: Contract Compliance Manager
 P.O. Box 1088
 Austin, Texas 78767

Request,

Due to wage increases incurred by 5 F Mechanical Group Inc. since the award of the Master Agreement "NA160000070" effective start date, 5F Mechanical Group Inc. is requesting an allowable wage increase allowed by the "Employment Cost Index" as of June 6, 2018.

I have attached documentation to support our claim which includes:

- Printed Databases, Tables & Calculators by subject: Series ID: CIU2010000000000A
- Original Bid Tabulation
- Revised Bid Sheet for City of Austin - Plumbing maintenance and Repair Services Section 0600.R

Respectfully Submitted,

Tommy R. Schwartz

Project Management and Estimations

tschwartz@5fmech.com

O: 512 251.6880 Ext.2

C: 512 269.6043

F: 512 251.6401

5 - F Mechanical Group Inc.



Amendment No. 1
to
Contract No. NA16000070
For
Plumbing Maintenance and Repair Services
between
5F Mechanical Group Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced to make the following changes:

1.1 Delete Paragraph 3.2 - Payment Bond from Section 0400 - Supplemental Purchase Provisions in it's entirety and replace with the following:

3.2 Payment Bond - Bond requirements will be established based on each Project Amount.

3.2.1 If the quote amount for the project exceeds \$50,000, Contractor shall furnish the City with a Payment Bond.

3.2.2 The Contractor shall provide a Payment Bond in an amount equal to 50% of the quote amount within 14 calendar days after notification of authorization to proceed with the quoted project. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

3.2.3 The Payment Bond shall remain in effect throughout the term of the project.

1.2 Delete Paragraph 3.3 - Performance Bond from Section 0400 - Supplemental Purchase Provisions in it's entirety and replace with the following:

3.3 Performance Bond - Bond requirements will be established based on each Project Amount.

3.3.1 If the quoted project amount exceeds \$100,000, the Contractor shall furnish the City with a Performance Bond in an amount equal to 50% of the Contract amount within 14 calendar days after notification of authorization to proceed with the quoted project. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

3.3.2 The Performance Bond shall remain in effect throughout the term of the project.

2.0 The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 03/31/2016-03/30/2019	\$2,491,350.00	\$2,491,350.00
Amendment No. 1: Clarification 03/10/2017	\$0.00	\$2,491,350.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

5F MECHANICAL GROUP INC.



Signature

Tommy R Schwartz

Printed Name of Authorized Person

Project Manager

Title

3-15-17

Date

CITY OF AUSTIN



Signature

MATTHEW DUREE

Printed Name of Authorized Person

PROCUREMENT SUPERVISOR

Title

3/15/2017

Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

The Austin City Council approved the execution of a contract with your company for Plumbing Maintenance and Repair Services in accordance with the referenced solicitation.

Responsible Department:	Building Services
Department Contact Person:	Don Hopkins
Department Contact Email Address:	Don.Hopkins@austintexas.gov
Department Contact Telephone:	(512) 974-1723
Project Name:	Plumbing Maintenance and Repair Services
Contractor Name:	5-F Mechanical
Contract Number:	MA 7500 NA160000070
Contract Period:	03/31/2016 – 03/30/2019
Dollar Amount	\$2,491,350.00
Extension Options:	3 12-month options/ \$830,450 each
Requisition Number:	15101400045
Solicitation Type & Number:	IFB PAX0057
Agenda Item Number:	43
Council Approval Date:	03/31/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
5-F MECHANICAL CO (“Contractor”)
for
Plumbing Maintenance and Repair Services
NA160000070**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between 5-F MECHANICAL CO having offices at Austin, TX and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0057.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City’s Solicitation, Invitation for Bid (IFB), PAX0057 including all documents incorporated by reference

1.1.3 5-F MECHANICAL CO’s Offer, dated 12/02/2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$2,491,350 for the initial Contract term and \$830,450 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Sai Xoomsai Purcell

Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:

03/31/2016

Date:



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0057

Addendum No: 1

Date of Addendum: 11/17/2015

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Replace bid sheet Section 0600 with bid sheet Section 0600.R.
- II. **Scope of Work, Section 5.8.3** "The Contractor shall comply with equipment rental pricing based on the structure at the following link: <http://www.equipmentwatch.com>" is hereby deleted in its entirety.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


_____, 11/17/2015
Sai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:

Tommy R. Schwartz
Name

Tommy R. Schwartz
Authorized Signature

12-2-15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0057

Addendum No: 2

Date of Addendum: 11/24/2015

This addendum is to incorporate the following changes, question, and answer to the above referenced solicitation:

- I. **Clarifications:** Replace Section 00830BC Prevailing Wage Rate Determination with Section 00830BC(R) Prevailing Wage Rate Determination based on DOL General Decision: TX15032 09/25/2015 TX323.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Sai Purcell, 11/24/2015
Sai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:

Tommy R. Schwartz
Name

Tommy R. Schwartz
Authorized Signature

12-2-15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0057

Addendum No: 3

Date of Addendum: 11/25/2015

This addendum is to incorporate the following changes, question, and answer to the above referenced solicitation:

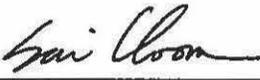
I. **Extension:**

Bid Due Prior To: is hereby extended until 12/16/2015 at 2:00 pm, local time.

Bid Open Time and Date: is hereby extended until 12/16/2015 at 2:15 pm, local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

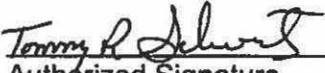
APPROVED BY:


_____, 11/25/2015
Sai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

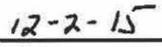
ACKNOWLEDGED BY:



Name



Authorized Signature



Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB PAX0057

Addendum No: 4

Date of Addendum: 12/16/2015

This addendum is to incorporate the following changes, question, and answer to the above referenced solicitation:

I. **Extension:**

Bid Due Prior To: is hereby extended until 01/05/2016 at 2:00 pm, local time.

Bid Open Time and Date: is hereby extended until 01/05/2016 at 2:15 pm, local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Sai Purcell, 12/16/2015
Sai Purcell, Senior Buyer Specialist
Purchasing Office, 512-974-3058

ACKNOWLEDGED BY:

Tommy R. Schwartz
Name

Tommy R. Schwartz
Authorized Signature

12-16-15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB PAX0057

DATE ISSUED: 11/02/2015

REQUISITION NO.: 15101400045
COMMODITY CODE: 91060

SERVICE DESCRIPTION: BUILDING SERVICES PLUMBING
 MAINTENANCE, INSTALLATION, AND REPAIR SERVICES

PRE-BID CONFERENCE TIME AND DATE: 11/12/2015, 2:00 pm,
 local time
LOCATION: 411 Chicon, Austin, TX 78702

**FOR CONTRACTUAL AND TECHNICAL
 ISSUES CONTACT THE FOLLOWING
 AUTHORIZED CONTACT PERSON:**

Sai Xoomsai Purcell
 Senior Buyer Specialist
 Phone: (512) 974-3058
 E-Mail: sai.xoomsai@austintexas.gov

BID DUE PRIOR TO: 12/02/2015, 2:00 pm, local time
BID OPENING TIME AND DATE: 12/02/2015, 2:15 pm, local time
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please select
 this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer, use the proper address for the type of service desired,
 as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0057	Purchasing Office-Response Enclosed for Solicitation # PAX0057
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
 The electronic version must be on flash drive in PDF format

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION	8
0600	BID SHEET – Must be completed and returned with Offer	1
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Attachment B	Statement of Experience – Must be completed and returned with Offer	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: 5-F Mechanical Group Inc.

Company Address: 15705 Brenda Street

City, State, Zip: Austin, Texas 78728

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Tommy R Schwartz

Title: Project Manager - Estimator

Signature of Officer or Authorized Representative: Tommy R Schwartz

Date: 12-2-15

Email Address: tschwartz@sfmech.com

Phone Number: OFFICE: 512 251.6880 Ext. 2 MP 512 269-6043

* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

**BID SHEET
CITY OF AUSTIN
PLUMBING MAINTENANCE AND REPAIR SERVICES
SECTION 0600.R**

SOLICITATION NO.: PAX0057

BUYER: Sai Xoomsai

Special Instructions:

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the bidder's bid.

ITEM NO.	LABOR	ESTIMATED ANNUAL HOURS	HOURLY RATE	EXTENDED PRICE
1	Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Master Plumber	348	\$88.58	\$30,825.84
2	Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Journeyman Plumber	1531	\$79.32	\$121,438.92
3	Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Apprentice Plumber	1822	\$52.74	\$96,092.28
4	Labor rate for services during normal business hours, defined as Monday through Friday 6:00 am - 5:00 pm - Drain Cleaner	300	\$79.32	\$23,796.00
LABOR RATE FOR SERVICES OFF HOURS, CITY HOLIDAYS, AND WEEKEND LISTED BELOW SHALL NOT EXCEED 150% OF THE NORMAL LABOR RATE FOR WORK PERFORMED				
5	Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Master Plumber	149	\$124.51	\$18,551.99
6	Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Journeyman Plumber	652	\$109.27	\$71,244.04
7	Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Apprentice Plumber	1008	\$79.97	\$80,609.76
8	Labor rate for services after hours, defined as Monday through Friday 5:01 pm - 5:59 am, Saturday and Sunday and City holidays - Drain Cleaner	150	\$109.27	\$16,390.50
ITEM NO.	EQUIPMENT RENTAL	ESTIMATED ANNUAL AMOUNT	PERCENTAGE	ESTIMATED ANNUAL AMOUNT
9	Mark-up to cost for Equipment Rental (not to exceed 20%)	\$10,000.00	15%	\$11,500.00
ITEM NO.	MATERIALS	ESTIMATED ANNUAL AMOUNT	PERCENTAGE	EXTENDED PRICE (est amount X percentage)
10	Mark-up to cost for all plumbing materials (not to exceed 20%)	\$300,000.00	20%	\$360,000.00
GRAND TOTAL				\$830,449.33

COMPANY NAME: 5-F MECHANICAL GROUP INC.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Tommy R. Schwartz

EMAIL ADDRESS: tschwartz@5fmech.com

TELEPHONE: OFFICE / (512)-251.6880 Ext. 2; MOBILE / (512) 269.6043

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	5-F Mechanical Group Inc.	
Physical Address	15705 Brenda Street Austin, Texas 78728	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name 5-F Mechanical Group Inc.

1. Company's Name Texas Department of Transportation
Name and Title of Contact Rick Greer - Maintenance Manager
Present Address 3810 Jackson Avenue
City, State, Zip Code Austin, Texas 78731
Telephone Number (512) 465-7974 Fax Number (512) 465-7355
Email Address rick.greer@txdot.gov

2. Company's Name Round Rock Independent School District
Name and Title of Contact Steven Bradford - Maintenance-Plumbing
Present Address 16239 Great Oaks Drive
City, State, Zip Code Round Rock, Texas 78681
Telephone Number (512) 464-8340 Fax Number (512) 464-8370
Email Address steven.bradford@roundrockisd.org

3. Company's Name The University of Texas @ Austin
Name and Title of Contact Jesse Hill - Supervisor - Steam & Plumbing
Present Address 1301 Dean Keeton Street
City, State, Zip Code Austin, Texas 78722
Telephone Number (512) 471-7752 Fax Number (512) 232-5693
Email Address jesse-hill@austin.utexas.edu

Section 0835: Non-Resident Bidder Provisions

Company Name 5-F Mechanical Group Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Austin Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
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1. The following Supplemental Purchasing Provisions apply to this solicitation:

EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted by writing to sai.xoomsai@austintexas.gov no later than eight (8) calendar days prior to the bid due date.

2. **INSURANCE:** Insurance is required for this solicitation.

- 2.1 **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

2.1.1 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

2.1.2 The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

2.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

2.1.4 The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

- 2.2 **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- 2.2.1 **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- 2.2.2 **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

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PURCHASING OFFICE
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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

2.2.3 **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

2.2.4 **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. BONDS

3.1 Bid Bond:

- 3.1.1 All Offers shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- 3.1.2 The Bid Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror (Contractor) executes the Contract and furnishes any required bonds and insurance, after which the Bid Bond will be returned to the Offeror. The Bid Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All

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other Bid Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

3.2 **Payment Bond** - Bond requirements will be established based on each Project Amount

3.2.1 If the quote amount exceeds \$50,000, Contractor shall furnish the City with a Payment Bond.

3.2.2 The Contractor shall provide a Payment Bond in an amount equal to 50% of the quote amount within 14 calendar days (14 unless a different period is inserted) after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

3.2.3 The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

3.3 **Performance Bond** - Bond requirements will be established based on each Project Amount

3.3.1 If the quote amount exceeds \$100,000, CONTRACTOR shall furnish the City with a Payment Bond. Performance Bond in an amount equal to 50% of the Contract amount within 14 calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

3.3.2 The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **EQUIPMENT RENTALS**
- A. For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the Regional and Model Year adjusted Monthly Ownership Cost divided by 176 plus the Hourly Estimated Operating Costs as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
- B. Include the following in the SGC of Agreement for Determination of the value of work. For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the Regional and Model Year adjusted Monthly Ownership Cost divided by 176 plus the Hourly Estimated Operating Costs as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

City of Austin
Building Services Department
Attn: Don Hopkins
P.O. Box 1088
Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **PREVAILING WAGES:**

Contractor shall comply with the requirements of Wage Rates and Payroll Report (Section 0830) including the wage rates attached as Section 00830BC.

The Contractor shall pay workers no less than the wage rates established in Section 00830, and maintain weekly payroll reports as evidence thereof, in accordance with the requirement of Chapter 2258 of the Texas Government Code.

9. **REST BREAKS:**

- A. Except as provided in subsection 9.B below, an employee performing construction activity at a construction site is entitled to a rest break of not less than ten (10) minutes for every four (4) hours worked. No employee may be required to work more than 3.5 hours without a rest break. A rest break means a break from work within working hours, excluding meal breaks, during which an employee may not work. A rest break shall be scheduled as near as possible to the midpoint of the work period.
- B. An employee is not entitled to a rest break under subsection 9.A on any day the employee works less than 3.5 hours or spends more than half of his or her work time engaged in non-strenuous labor in a climate controlled environment.
- C. A sign describing the requirements of this Section 9. in English and Spanish shall be posted by the employer in each establishment subject to the requirement of a rest break in a conspicuous place or places where notices to employees are customarily posted, in accordance with the City's then current rules for size, content, and location of such signage.
- D. The violation of Ordinance No. 20100729-047, enacted July 29, 2010, which establishes the rest break requirements set forth above, may be enforced with criminal penalties and civil remedies, as set forth in the Ordinance.

10. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15

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(Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Building Services Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City Department buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City Departments building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

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- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:
City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

13. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 20 percent (twenty%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data

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- (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Wages and salaries for Private industry workers in All industries and occupations	
Series ID: CIU2020000000000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: na	
Description of Series ID: Employment Cost Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Don Hopkins

(512) 974-1723

Don.Hopkins@austintexas.gov

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES**

1.0 PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit bids for plumbing services including maintenance and repair services. These services shall be provided for the Building Services Departments. The successful bidder hereinafter referred to as "Contractor" is required to meet all specifications listed herein as minimum requirements and is required to submit a firm fixed cost for all services under the terms of this solicitation.

Any services that have been omitted from this specification which are clearly necessary or in conformance with normal plumbing installation, maintenance and minor repair services practice shall be considered a requirement although not directly specified or called for in the specification

2.0 BACKGROUND

The Building Services Department (BSD) provides operations, maintenance and repair support to approximately twenty (20) core City buildings and occasionally provides similar services to approximately 200 other facilities throughout the City of Austin (City). It is the desire of BSD to award a general building services Contract for use at the City facilities under their management.

3.0 SCOPE

This contract shall be used for repair or replacement of existing building plumbing and configuration features, i.e.in-kind replacement only with the exception of some minor additions. An example of a minor addition includes minor modification to pipe routing, isolation valves, and drinking fountains. Services that require the use of Engineer Services as defined by the Texas Board of Professional Engineers shall not be included in this contract. The intent of this contract does not cover construction projects as described under Texas Government Code, Title 10, Subtitle F, Chapter 2269, Contracting and Delivery Procedures for Construction Projects.

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2269.htm>

3.1 Plumbing service and items covered by this contract include, but are not limited to:

- 3.1.1 Plumbing/ piping, fixture, and equipment installation and repair
- 3.1.2 Plumbing preventive maintenance including Video Inspections with recording
- 3.1.3 Drain/ Sewage /Grease Trap cleaning, installation, maintenance and repair
- 3.1.4 Back flow testing, inspection, and minor repair.
- 3.1.5 Secure plumbing permits as required by city/state codes and ordinances
- 3.1.6 Supervision including efficient productivity, labor loading, and employee safety.
- 3.1.7 Tools and equipment required to efficiently execute each project.
- 3.1.8 Minor building or equipment modifications required to complete plumbing repairs:
 - Carpentry
 - Masonry
 - Trenching
 - Electrical
 - Irrigation – design, installation and repair

4.0 APPLICABLE SPECIFICATION

4.1 Applicable Law and Specifications

- 4.1.1 Contractor plumbers shall be licensed by the State of Texas in accordance with Texas State Board of Plumbing Examiners (TSBPE). <http://www.tsbpe.state.tx.us/>.
- 4.1.2 Mechanical, National Electrical and Unified Building and Plumbing Codes, latest revision <http://austintexas.gov/departments/building-inspections>

**CITY OF AUSTIN
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- 4.1.3 Occupations Code, Title 8, Chapter 1301, The Plumbing License Law, latest revision <http://www.statutes.legis.state.tx.us>
- 4.1.4 TSBPE Board Rules, latest revision <http://www.tsbpe.state.tx.us/plumbing-license-law.html>
- 4.1.5 The services provided under this agreement shall comply with all City of Austin, Federal, and State of Texas standards, regulations, and laws concerning this type of work, applicable and effective during the term of this agreement. This includes safety standards that apply both to private industry and governmental agencies such as compliance with applicable Occupational Safety and Health Administration (OSHA) safety requirements.
<http://www.osha.gov/>

5 CONTRACTOR REQUIREMENTS

5.1 Experience and Qualifications

To be considered a qualified Bidder, Contractor shall:

- 5.1.1 have a minimum of five (5) years' of continuous experience prior to this solicitation, in performing commercial plumbing maintenance and/or repair as a prime provider and a minimum of two (2) years' experience in City of Austin plumbing permitting with a minimum of five (5) permits per year experience in Municipal permitting. Refer to Attachment A to provide documentation of plumbing and permitting experience.
- 5.1.2 have a minimum of one (1) licensed Master Plumber, three (3) licensed Journeyman Plumbers, three (3) registered Apprentice plumbers (Contractor shall provide documentation that their Apprenticeship Program is approved by U.S. Department of Labor). , and one (1) registered Drain Cleaner.
- 5.1.3 Contractor and technicians shall possess license(s) issued by TSBPE and certifications or any license(s) required by the City of Austin, State of Texas, and Federal agencies. Copies of Licenses shall be provided to the City within forty-eight (48) hours of request. (Examples: Master, Journeyman, Apprentice, Backflow Prevention Assembly Tester and Customer Service Inspector licenses etc. as defined by TSBPE)
 - 5.1.3.1 Complete Attachment B to provide documentation of resumes and TSBPE licenses.

5.2 Business Requirement

- 5.2.1 Contractor shall have and operate from a full-time, permanent business address with email address, and telephone.
- 5.2.2 The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). TELEPHONE ANSWERING MACHINES DO NOT MEET THE REQUIREMENTS OF THIS PARAGRAPH.

5.3 Before Starting Work

- 5.3.1 Unless approved by Contract Manager or designee, it shall be the responsibility of the Contractor to inspect the job sites prior to the submission of each job proposal.

**CITY OF AUSTIN
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PLUMBING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES**

The Contractor shall review the requirements for each project and provide a not to exceed job quote.

- 5.3.2 The job shall start only upon receipt of an approved Delivery Order (DO) issued by the City as a form of written Notice to Proceed (NTP). Upon receiving the DO, the Contractor shall begin the work within one (1) business day unless otherwise specified by the Contract Manager or designee at time of approval.
- 5.3.3 Contractor shall submit an invoice for all labor, in accordance with the labor rates per section 0600 – Bid sheet and materials, in accordance with section 6.1.2 of this scope of work, upon project completion.
 - 5.3.3.1 Submission of the job proposal shall be the evidence that the Contractor is familiar with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of work, including equipment, materials, and labor required.
 - 5.3.3.2 Each job quote shall be per hourly bid rate (per Section 0600, Bid Sheet) plus materials, equipment rentals (if applicable), and project timeline. Job quote shall **not** include a separate charge for administrative, overhead, per diem and transportation (i.e. travel time, mileage, and fuel) costs. These expenses shall be included in the hourly bid rates.
 - 5.3.3.3 Contractor shall be responsible for acquiring all necessary permits, licenses and fee to perform the work, of which the cost will be fully reimbursed upon submittal of the final invoice. Permits are not subject to a markup.
 - 5.3.3.4 The Contractor shall submit Change Orders Requests for unknown conditions that affect the project quote by more than +/- ten (10) percent. Change orders shall be approved by the City in writing before work can proceed.

5.4 Normal and Emergency Hours of Service

- 5.4.1 Normal working hours are defined as Monday through Friday from 6:00 a.m. to 5:00 p.m. After hours are defined as Monday through Friday from 5:01 p.m. to 5:59 a.m., weekends and official City holidays. <http://www.ci.austin.tx.us/help/holidays.htm>
- 5.4.2 Emergency service: *Is defined as maintenance and repair that addresses a threat to public safety, health or real property.* Emergency service shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days a year with a maximum response time of two (2) hours and a four (4) hour on-site response time. Response shall be from the time the call is made to the time the Contractor's mechanic signs in at the work site. For emergency services, a written estimate of the total cost of work including the estimated time of completion will be submitted to the Contract Manager within 24 hours, and at no cost to the City.
- 5.4.3 Other service: The Contractor shall be expected to respond to a job assignment or meet with the Contract Manager or designee at the job site within 24 hours of notification of proposed project to discuss the project. For each job, a written estimate of the total cost of work, including the target date for starting and estimated time of completion for such project shall be submitted to the Contract Manager not more than an additional 24 hours later, and at no cost to the City.

5.5 Single Point of Contact (SPOC)

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5.2.1 The Contractor shall provide a SPOC, who is skilled, knowledgeable, and experienced in providing the types of services listed in this specification. The SPOC shall have the authority to dispatch for emergency services and shall have full decision making authority under this contract.

5.5.1 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, pager, and cell phone number for the SPOC.

5.6 On-Site Supervisor

5.6.1 The Contractor shall have an English-speaking, competent Supervisor on the work site at all times that work is in progress. The Supervisor shall be the Contractor's representative on the work and shall have the authority to act on the behalf of the Contractor. All communications given to the Supervisor shall be as binding as if given to Contractor.

5.7 Labor and Personnel

5.7.1 Contractor shall provide and invoice the most appropriate and cost efficient licensed position (s) to complete each phase of work (every job assignment will not require all licensed positions i.e. Master, Journeyman, Apprentice Plumbers)

5.7.2 The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.

5.7.3 Surfaces, fixtures or furnishings damaged by contractor's employees shall be replaced or repaired to the satisfaction of the City of Austin by the contractor, at no cost to the City.

5.7.4 All personnel assigned to the project shall wear a uniform, including safety equipment and company issued identification. Uniforms shall be alike and have the Contractor and employee's name clearly displayed on the front of the shirt and seasonal outerwear.

5.7.5 If the City notified Contractor that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker or representative from performing contractor work and may not employ such worker again without the City's prior written consent. The Contractor shall at all times maintain good discipline and order on or off the site in all matters pertaining to the work.

5.7.6 All plumbers and apprentices employed by the Contractor shall be licensed by the State of Texas in accordance with TSBPE and have no violations for three (3) years prior to solicitation date.

5.7.6.1 Contractor will provide the appropriate ratio of licensed plumbers to apprentices as outlined by TSBPE.

5.7.6.2 Responsible Master Plumber:

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- Shall be responsible for all plumbing work performed under the Master Plumber license and shall provide general supervision of Journeyman Plumbers, Apprentice Plumbers, and Drain Cleaner(s)
- Shall be responsible for all plumbing work performed under the Master Plumber license.
- Shall provide general supervision of Journeyman Plumbers, Apprentice Plumbers and Drain Cleaner(s)
- Shall be on Contractor staff for a minimum of three (3) years prior to this solicitation

5.7.6.3 Journeyman Plumbers shall have a state of Texas Journeyman Plumber license.

5.7.6.4 Apprentice Plumbers shall be registered with TSBPE and have a minimum of one year of experience in commercial plumbing. Contractor shall provide documentation that their Apprenticeship Program is approved by U.S. Department of Labor within 24 hours of City's request.

5.7.6.5 Drain Cleaner(s) shall be registered with TSBPE and shall have a minimum of one year of experience in commercial drain cleaning services.

5.7.7 Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards.

5.7.8 The Contractor may replace personnel only with equally classified and qualified personnel. The City SPOC may request that the Contractor remove any personnel whose work is unsatisfactory.

5.8 Tools and Equipment Rentals

5.8.1 Contractor shall own and maintain an inventory of all basic necessary equipment and tools which are clearly a requirement to perform services under this contract. Contractor shall not charge the City for use of the tools and equipment owned by the Contractor. If third party equipment rental is needed to perform work, price for equipment rental shall be included on the Contractor's quote.

5.8.2 In addition to the basic hand-tools necessary to perform the minor plumbing maintenance and repair tasks required, the following tools shall be included to complete the scope this contract at no additional cost to the City:

- Backflow Gauges (For testing Potable and Reclaim)
- Sewer Camera (300' MIN)
- Flat Tape
- Hydrostatic Test Pump
- Camera Locator
- Pro-Press (1/2" to 2")
- Sewer Machines (300' MIN)
- Water Sub Pump
- Stepladder
- Extension ladder (20' min)
- Generator (small)
- Power threader (1/2" to 2")
- Trash pump
- Small Hand Power tools (saw-zall, skill saw, screw gun, flashlights)
- Drop saw

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- Chop saw
- Small rotary hammer drill
- Small chipping hammer
- Small air compressor
- All proper gauges for testing plumbing system (water, gas, and sewer)
- Electrical multi meters for testing and safety
- Pipe wrenches up to 36 inch

- 5.8.3 The Contractor shall comply with equipment rental pricing based on the structure at the following link: <http://www.equipmentwatch.com>
- 5.8.4 Satisfactory proof of equipment/tools rentals shall include a copy of the materials or equipment rental invoices, properly dated and itemized with enough detail to reconcile the charge to each job performed for the City. Only materials and equipment rentals from third parties shall be invoiced to the City.
- 5.8.5 The Contractor shall be responsible for any loss or damage to rented or owned equipment used on a project under this contract.

6 PERFORMANCE REQUIREMENTS

6.1 General

- 6.1.1 The Contractor shall provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment and training required for responsive charges.
- 6.1.2 The Contractor shall be required to provide proof of all labor and material charges for each order billed under this Contract. Satisfactory proof of labor charges shall include copies of employee timesheets and company payroll records, as supported by bank statements, which shall be submitted for inspection. Proof of all charges are required with the invoice on all projects \$5,000 and over, and upon request by the City, for projects under \$5,000. Satisfactory proof of material charges shall include copy of suppliers' invoices, properly dated, and itemized by line item used in each job performed for the City.
- 6.1.3 All materials used must be factory new and free of defects in materials and workmanship. Repair parts and components must conform to Original Equipment Manufacturer specifications.
- 6.1.4 Contract Manager or designee will schedule all services require on as needed basis. Unless otherwise specified by the Contract Manager or designee, the Contractor shall have two (2) business days to submit the itemized proposal for the requested job.

6.2 Change Order

- 6.2.1 If additions, deletions, and/or revisions of work are needed, the Contractor shall provide a written Change Order request to the City. The City will modify the DO to reflect the change and will provide the revise DO to the Contractor as authorization to proceed.
- 6.2.2 The City and Contractor shall execute appropriate written change orders including the revision of DO, if any, prior to work beginning. The following shall be agreed upon:

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- A change in the work
- The amount of the adjustment in the quote amount, if any; and
- The extend of the adjustment in the project time, if any.

6.2.3 A DO revised as a result of change order shall represent the complete, equitable, and final amount of adjustment in the quote amount and/or project timeline.

6.3 Disposal of Parts, Non-Hazardous and Hazardous Materials

6.3.1 Contractor shall be responsible for handle, transport, and disposal of all building material waste, worn/defective parts, oils and solvents, in accordance with all applicable laws, rules and regulations so as to ensure the highest level of safety to the environment and public health at no additional cost to the City.

6.3.2 Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request.

6.3.3 Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Manager or designee.

6.3.4 The Contractor shall be responsible for any hazardous materials brought to the site by the Contractor.

6.3.5 The City will be responsible for any hazardous material uncovered or revealed at the site which was not shown, indicated or identified. The Contractor shall immediately notify the City of any suspected hazardous materials encountered before or during performance of work and shall take all necessary precautions to avoid further disturbance of the materials.

6.3.6 Contractor shall resume work at the affected area of the Project only after the City's Contract Manager or designee provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The Contractor shall be responsible for continuing the work in the unaffected portion of the Project and site.

6.3.7 Contractor shall not store worn or defective parts on the City premises at the end of the workday unless otherwise specified by the City.

6.4 Coordinate Performance

6.4.1 Upon completion of service call to the facility, Contractor will submit a final invoice for work performed, which includes an itemized record of all labor, materials, rentals and subcontractors with proof of receipt, and the Contract Manager will approve the invoice for final payment.

6.4.2 In addition to the invoice, the Contractor shall provide a detailed report describing services and parts repaired or replaced for each service performed. The Contractor shall advise the Contract Manager of developments relating to the performance of this agreement.

6.4.3 Contractor shall provide documentation of manufacturer's warranty along with the final invoice. Contractor shall provide a written warranty for all parts and labor and workmanship upon completion of each job. Warranty shall be guaranteed for a minimum of one year from completion date and shall cover any malfunctions or defects in products and parts, and against faulty services. If the manufacturer's warranty is

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longer for any part(s) provided in repair or in service work performed, the longest warranty shall apply.

- 6.4.4 Contractor shall warrant all materials and workmanship for a period of one (1) year from acceptance of the work (approval of project invoice) by the Contract Manager.

7 OTHER REQUIREMENT

- 7.1 The City will provide light, water and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830BC

PREVAILING WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL General Decision: TX150323 09/25/2015 TX323

CLASSIFICATION	RATE	FRINGES	TOTAL WAGE
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.09	\$ 30.62	\$ 67.71
Elevator Mechanic >5 years experience	\$ 37.09	\$ 31.36	\$ 68.45
Floor Layer (Carpet)	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ -	\$ 12.83
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 22.02	\$ 6.35	\$ 28.37
Ironworker, Reinforcing	\$ 12.27	\$ -	\$ 12.27
Ironworker, Structural	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	\$ 12.27	\$ -	\$ 12.27
Laborer, Common or General	\$ 11.44	\$ -	\$ 11.44
Laborer, Mason Tender - Brick	\$ 12.22	\$ -	\$ 12.22
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ -	\$ 11.85
Laborer, Pipelayer	\$ 12.45	\$ -	\$ 12.45
Laborer, Roof Tearoff	\$ 11.28	\$ -	\$ 11.28
Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ -	\$ 13.00
Operator, Bulldozer	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ -	\$ 14.00

Operator, Mechanic	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ -	\$ 11.25
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ -	\$ 12.00
*Roofer, Metal	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 17.12	\$ 44.55
Tile Finisher	\$ 11.32	\$ -	\$ 11.32
Tile Setter	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 1.18	\$ 13.57
Truck Driver, Flatbed Truck	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ -	\$ 12.50
Truck Driver, Water Truck	\$ 12.00	\$ 4.11	\$ 16.11
Waterproofers	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

* See Page 2 for Additional Wage Information

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from General Decision TX070018 or other DOL sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms and telephones.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits by the employer. For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit.

No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	PAX0057
PROJECT NAME:	Building Services Plumbing Maintenance, Installation, and Repair Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
<u>5-F Mechanical Group Inc.</u>	
Company Name	
<u>Tommy R. Schwartz</u>	
Name and Title of Authorized Representative (Print or Type)	
<u>Tommy R. Schwartz</u>	<u>12-2-15</u>
Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	PAX0057
PROJECT NAME:	Building Services Plumbing Maintenance, Installation, and Repair Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	S-F Mechanical Group Inc.		
Address	15705 Brenda Street		
City, State Zip	Austin, Texas 78728		
Phone Number	(512) 251-6880 Ext. 2	Fax Number	(512) 251-5591
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Tommy R. Schwartz Project Manager / Estimator
 Name and Title of Authorized Representative (Print or Type)

Tommy R. Schwartz Signature 12-2-15 Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor	Date	Director/Deputy Director	Date

Attachment A
BIDDER'S EXPERIENCE
(To be returned with the Bid)

To be considered a qualified Bidder, Contractor shall: have a minimum of five (5) years' of continuous experience prior to this solicitation, in performing commercial plumbing maintenance and/or repair as a prime provider and a minimum of two (2) years' experience in City of Austin plumbing permitting with a minimum of five (5) permits per year experience in Municipal permitting.

A. Name of Bidder: 5-F Mechanical Group Inc.

B. Bidder's Permanent Address: 15705 Brenda Street
Austin, Texas 78728

C. Bidder's Phone No.: (512) 251- 6880

D. Number of years in business as a prime provider of commercial Plumbing maintenance/renovation services: 25

(Note: Bidder must have been in existence for a minimum of one (1) year under its current company name. Changes in company name during the experience period are acceptable, if the continuity of the company structure can be demonstrated. Attach separate documentation, if applicable.)

E. Number of years experience in City of Austin plumbing permit process: 25

(Note: Contractor shall be required to provide documentation of permit history subsequent to bid submittal- a minimum of two (2) years' experience in City of Austin plumbing permitting with a minimum of five (5) permits per year experience in municipal permitting)

If Bidder answers "YES" for any of questions F – J, Bidder must attach separate sheets with a brief description or explanation of the answer and provide pertinent contact information (parties' names, addresses and telephone numbers).

F. Has the Bidder ever defaulted on a contract?

YES (___) NO (x)

G. Are there currently any pending judgments, claims, or lawsuits against the Bidder?

YES (___) NO (x)

H. Does Bidder currently have any pending claims, judgments or lawsuits against any prior client?

YES (___) NO (x)

I. Is the Bidder or its principals involved in any bankruptcy or reorganization proceedings?

YES (___) NO (x)

J. Does the Bidder have any violations on record with the Texas Board of Plumbing Examiners (TBPE) during the three (3) year period prior to the solicitation date?

YES (___) NO (x)

Attachment B
STATEMENT OF EXPERIENCE

(To be returned with the Bid)

Bidder must attach resumes for the key staff, which includes but is not limited to Supervisor, Licensed Master Plumber, Licensed Journeyman Plumber(s), Licensed Apprentice(s) and Licensed Drain Cleaner who will be assigned to this contract. The resumes must demonstrate that these individuals have worked on at least three (3) similar, successful service contracts in the capacity of supervisory capacity, as applicable, during the last 10 years. The Master and Journeyman Plumbers must have been employed by the Vendor for a minimum of three (3) years.

Assigned Master Plumber must have a minimum of ten (10) years of experience supervising commercial plumbing maintenance and/or renovation and a minimum of two (2) years experience in City of Austin plumbing permitting.

Master Plumber: Richard Joe Hildebrand / RMP – License# 16699 – Employed 1994

Journeyman Plumber: Phillip Alton Tatum – License # 31755 – Employed 2005

(Name & TBPE License #)

Journeyman Plumber: Ryan B. Adams – License # 47497 – Employed 2005

(Name & TBPE License #)

Journeyman Plumber: Kenneth Yates – License # 47392 – Employed 2010

(Name & TBPE License #)

Journeyman Plumber: Anthony Adams – License # 47550 – Employed 2010

(Name & TBPE License #)

Apprentice Plumber: Cooper Welch – License # 90879 – Employed 2010

(Name & TBPE License #) *b*

Apprentice Plumber: William M. Deckert – License # 89625 – Employed 2014

(Name & TBPE License #)

Apprentice Plumber: Dane Monty Mcinis – License # 103681 – Employed 2015

(Name & TBPE License #)

Drain Cleaner: Journeyman Plumber – Listed Above

(Name & TBPE License #)

Supervisor: Phillip Alton Tatum

(Name)

Copies of licenses shall be provided to the City within forty-eight (48) hours of request.



5-F Mechanical Group Inc.

Mechanical Contractors

Attachment B - Key Staff Resumes

Richard Joe Hildebrand - Master Plumber - RMP- License: 16699

35 Year Experience - Performing Plumbing and Mechanical work

Co-Founded 5F Mechanical Group Inc. 1994 to Present
Master Plumbing License RMP at 5F Mechanical

Employed by C Young Company - Master Plumber / 1986 - 1994

Employed by Young & Pratt Mechanical / 1980-1986

Served 4 year Apprenticeship- Plumbers and Pipefitters Local 286

Tommy R. Schwartz - Project Manager - Estimator

45 Year Experience - Performing Plumbing and Mechanical Work

Employed by 5F Mechanical Group - 2014 to Present
Manage and Estimate - Plumbing and Mechanical Projects

Employed by YPS - Service Company - 2009 - 2014
Project Manager Estimator- Managed 1st City of Austin Plumbing Contract

Employed by Newtron - Beaumont, Texas 2008 - 2009
Instrument Tech - Exxon Mobile after Hurricane Ike - Texas Coast

Employed by Haskell Mechanical - Moses Lake, Washington State 2008
Tested and Certified - Piping Systems at REC

Employed by KST Electric, Manor, Texas 2000-2008
Operations Manager - Plumbing and Mechanical Division

Owner / Manager - Pneu - Temp Inc. - Plumbing and Mechanical Contractor
1987-2000

Sold Company to KST Electric

Phillip Alton Tatum - Journeyman Plumber - Journeyman License 31755

30 Year Experience - Performing Plumbing Installations and Repair Service

Employed by 5F Mechanical Group Inc. - 2005 to Present
Plumbing Superintendent - 5F Mechanical Group Inc.
Has supervised all Plumbing Service Contracts - Listed on References

Employed by The Porter Company - 1996 to 2005
Plumbing Foreman

Employed by Batjer Heating and Air - Abilene, Texas 1985 - 1997
Foreman

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

5-f Mechanical Group Inc.
Austin, TX United States

Certificate Number:
2016-21605

Date Filed:
03/03/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

Date Acknowledged:

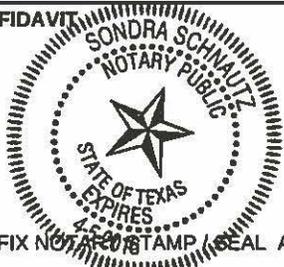
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

MA7500NA0000070
Plumbing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schwartz, Tommy	Austin, TX United States		X
Schnautz, Thomas	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Tommy R Schwartz

Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said Tommy Schwartz, this the 3rd day of March, 2016, to certify which, witness my hand and seal of office.

Sondra Schnautz
Signature of officer administering oath

Sondra Schnautz Controller
Printed name of officer administering oath Title of officer administering oath



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sai Xoomsai Purcell, Senior Buyer Specialist
DATE: October 14, 2015

SUBJECT: Request for Determination of Goals for Solicitation No. IFB PAX0057
Project Name: Plumbing Maintenance, Installation, and Repairs
Commodity
Code(s): 91060, 91070, 96818, 91006, 91455, 9134536, 9108250, 98841
Estimated Value: \$ 700,000 per year (six years total)

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation:

The purpose of this Invitation for Bid (IFB) is to solicit bids for comprehensive plumbing installation, maintenance and minor repairs.

Category	Code	Description	Base/Alt	%
Non-Professional	91006	Carpentry Maintenance And Repair Services	B	1
Non-Professional	91060	Plumbing Maintenance And Repair (Includes Toilets,	B	75
Non-Professional	91070	Sludge Removal, Building (Incl Grease Trap Cleaning)	B	10
Non-Professional	9108250	Electrical Maintenance And Repair Services	B	1
		Drains, Pipe.(Incl Trenching, Foundation, Install,		
Construction	9134536	Backfill)	B	1
Construction	91455	Masonry	B	1
Non-Professional	96818	Back Flow Preventer Testing Services	B	10
Non-Professional	98841	Irrigation Systems, Design & Install	B	1
			Total:	100

The Departmental Point of Contact is: Don Hopkins at Phone: 512-974-1723

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-3058

Approved w/ Goals **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

- a. Goals: ___ % MBE ___ % WBE
- b. Subgoals ___ % African American ___ % Hispanic
- ___ % Native/Asian American ___ % WBE

This determination is based on the following reasons: This has very limited availability